

Kipp C. Leland (KL 0932)  
HILL RIVKINS & HAYDEN LLP  
45 Broadway  
Suite 1500  
New York, New York 10006  
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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EVERGREEN OUTDOORS INC.

Plaintiffs,

- against -

EVERGREEN AMERICA CORPORATION,  
EVERGREEN MARINE CORPORATION,  
EVERGREEN MARINE CORP. (TAIWAN) LTD.,  
EVERGREEN INTERNATIONAL S.A., and  
EVERGREEN INTERNATIONAL CORP.,  
*in personam*, and the M/V EVER UNIFIC,  
her engines, boilers, tackle, etc., *in rem*,

COMPLAINT

08 CIVIL 00920

Defendants.

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The plaintiff herein, by its attorneys, Hill Rivkins & Hayden LLP, complaining of the above named vessel and defendant, alleges upon information and belief as follows:

**FIRST:** This Court has jurisdiction pursuant to 28 U.S.C. 1333 in that this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

**SECOND:** At and during all the times hereinafter mentioned, plaintiff had and now has the legal status and principal office and place of business stated in Schedule A

hereto annexed and by this reference made a part hereof.

**THIRD:** At and during all times hereinafter mentioned, defendants had and now have the legal status and office and place of business stated in Schedule A, and now are engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered, and controlled the above named vessel which now is or will be within the jurisdiction of this Court during the pendency of this action, and additionally conducted business within the boundaries of the Southern District of New York.

**FOURTH:** On or about the date and at the ports or shipments stated in Schedule A, there was delivered to the vessel and defendants in good order and condition the shipments described in Schedule A, which the said vessel and defendants received, accepted and agreed to transport for certain consideration to the port of destination stated in Schedule A.

**FIFTH:** Thereafter, the said vessel arrived at the port of destination described in Schedule A, where the cargoes were delivered damaged and/or not delivered.

**SIXTH:** By reason of the premises, the above named vessel and defendants breached, failed and violated their duties and obligations as common carriers and were otherwise at fault.

**SEVENTH:** By reason of the premises, the above named defendants breached, failed, and violated their contractual duties and obligations to plaintiff.

**EIGHTH:** Plaintiff was the shipper, consignee or owner of the shipments as described in Schedule A, and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interests of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

**NINTH:** Plaintiff has performed all duties and obligations on its part to be performed.

**TENTH:** By reason of the premises, plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the amount of \$7,952.22.

**W H E R E F O R E**, plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against the defendants.
2. That if the defendants cannot be found within this District, that all of its property within this District be attached in the sum set forth in this complaint, with

interest and costs.

3. That a decree be entered in favor of plaintiff against defendants and the vessel for the amount of plaintiff's damages, together with interest and costs.

4. That process in due form of law according to the practice of this Court may issue against the aforesaid named vessel.

5. Plaintiff further prays for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, New York  
January 28, 2007

HILL RIVKINS & HAYDEN  
Attorneys for Plaintiff,

By:   
Kipp C. Leland (KL-0932)  
45 Broadway, Suite 1500  
New York, New York, 10006  
212-669-0600

SCHEDULE A

Plaintiff's legal status and place of business:

EVERGREEN OUTDOOR INC., is a corporation or other business entity existing under law with an office and place of business at 1525 Old Military Rd, Mountain Home, AR.

Defendants' legal status and place of business:

EVERGREEN AMERICA CORPORATION is a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

EVERGREEN MARINE CORPORATION is a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

EVERGREEN MARINE CORP. (TAIWAN) LTD is a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

EVERGREEN INTERNATIONAL S.A. is a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

EVERGREEN INTERNATIONAL CORP. is a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

M/V EVER UNIFC is a vessel owned by EVERGREEN INTERNATIONAL S.A., a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

Cargo Information

Bill of Lading No. CSZU07010321

Vessel: EVER UNIFC

Voyage: 0249-063E

Date of Shipment: On or About January 19, 2007

Port of Loading: Yantian, China

Port of Discharge: Tacoma, Washington

Place of Delivery: Joplin, MO

Shipper: Dongguan Machinery I/E Co. Ltd

Consignee: Evergreen Outdoors Inc.

Notify: Same as consignee.

Container Nos. EISU9005908

Description of Shipment: 510 Ctns Pop Up Privy Shelter

Nature of Loss or Damage: Salt Water Damage  
Impact Damage  
Nondelivery